

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GRANT STATION HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 12, 1983, as shown by the records of this office.

The charter number of this corporation is N00291.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of December, 1983.



CER-101

A stylized, handwritten signature in dark ink, appearing to read "George Firestone".

George Firestone
Secretary of State

GRANT STATION HOMEOWNER ASSOCIATION INC.

RESTATED BYLAWS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

February 1, 1998

BYLAWS
ARTICLE I
NAME AND LOCATION

The name of the corporation is Grant Station Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4524 Curry Ford Road #228, Orlando, Florida 32812, but meetings of members and directors may be held at such places within the State of Florida, County of Orange as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Grant Station Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may be brought within the jurisdiction of the association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the official records of Orange County, Florida.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall

be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the attending membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, at least forty eight (48) hours before such meeting to each member entitled to vote. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting entitled to cast, or of proxies entitled to cast, ~~one-third (1/3) of attending members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.~~ If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. ~~All proxies shall be in writing and filed with the secretary.~~ Every proxy shall be revocable and shall automatically cease upon coveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) members, but as many members as the Board of Directors may from time to time determine.

Section 2. Term of Office. At The ANNUAL MEETING held by the Association, the Owner-Members shall elect a Board of Directors for a term of one (1) year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor

shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as approved by the Board of Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held no less than bi-monthly, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall

constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations upon approval of the general membership governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Restated By-Laws, the Articles of Incorporation, or the Declaration.
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors except ill health or hardship; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties as approved by the general membership.

Section 2 Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members of the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers agents and employees of this Association and to see that their duties are properly performed;
- (c) procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (d) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(e) cause the Common Area to be maintained.

(f) cause the exterior of the dwellings to be maintained.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be president and vice president who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the membership and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of

Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall be one of the approving signatures on all checks and promissory notes.

Vice President

- (b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the association and shall disperse such funds as directed by resolution of the Board of Directors shall sign all checks and promissory notes of the Association keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the members at its annual and regular monthly meetings, and deliver a copy of each to the members. Treasurer shall also maintain a petty cash fund of no more than \$200.00
- (e) The Board, at its option, may engage the services of a professional property management firm and delegate such duties of the officers as it shall deem appropriate.

ARTICLE IX
ARCHITECTURAL REVIEW BOARD AND COMMITTEES

The Association may appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided by these Restated By-Laws. In addition, the Board of Directors shall appoint other

committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his/her Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference of the words: Grant Station Homeowners Association, Inc., Corporation not for profit, 1983.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended at regular or special meeting of the members, by a vote of a majority of a quorum of members present in the person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Restated By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these Restated By-Laws,

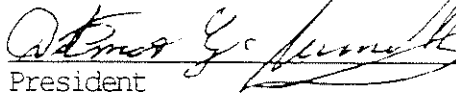
the Declaration shall control.


ARTICLE XIV

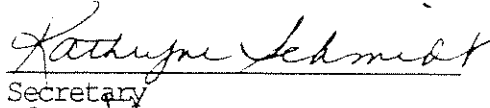
MISCELLANEOUS

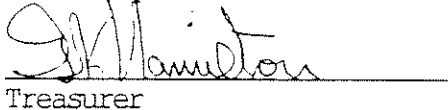
The fiscal year of the Association shall begin the first day of January and end on the thirty-first of December of every year, except that the first fiscal year shall begin on the date of the incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Grant Station Homeowners Association, have hereunto set our hands this 1st day of February, 1998.


President


Vice-President


Secretary


Treasurer

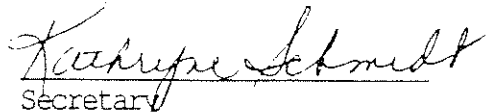
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Grant Station Homeowners Association, Inc, a Florida corporation, and

THAT the foregoing By-Laws constitute the Restated By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 26th day of January , 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 1st day of February 1998.


Secretary

RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GRANT STATION HOMEOWNERS ASSOCIATION, INC.

THIS RESTATED DECLARATION, made on the date hereinafter set forth by the Grant Station Homeowners Association, Inc.

WITNESSETH:

WHEREAS, certain real properties known as Grant Station in Orlando, County of Orange, State of Florida, which is more particularly described in the Plat Book 12 Pages 121 and 122 of the Public Records of Orange County, Florida.

NOW, THEREFORE, Grant Station Homeowners Association, Inc. Hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Grant Station Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at

the time of the conveyance of the first lots is described as follows:

All real property located within the Plat of Grant Station, as recorded in Plat Book 12, Pages 121 and 122, of the Public Records of Orange County, Florida, less and except all lots platted therein.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of the Common Area and recreation facilities contained thereon;
- (b) the right of the Association to suspend voting rights and right to use of the Common Area by any owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may

not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien & Personal Obligation of Assessments. The Owners agree to pay to the Association: (1) annual assessments or charges, and (2) special assessment for capital improvements, such assessments to be established and collected hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be three hundred (\$300.00) per Lot.

- (a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year with a vote of the membership.
- (b) The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors with general membership approval may fix the annual assessment at an amount not in excess of the maximum. Collection monthly, quarterly or annually is at the discretion of the Board Of Directors. Unless otherwise directed by the Board, the assessments shall be collected monthly.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any

assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At such meeting, the presence of attending members or of proxies entitled to cast majority of all the votes shall constitute a quorum.

Section 6. Date of Commencement of Assessments; Due Date. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments shall be payable in monthly, quarterly, or annual installments if so determined by the Board.

Section 7. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Subdivision Architectural Control. No building, shed, fence wall, residence, garage or any other structural improvement, or change or alteration to the exterior of existing structures or improvements shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications

showing the nature, kind, size, design, shape, finished grade elevation, height, materials, color and locations of the same shall have been submitted, together with a plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, and shall be approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association or their appointees acting as an Architectural Review Board, sometimes herein referred to as the ``ARB``.

Section 2. Duties and Responsibilities the Association may include the following. To promulgate from time to time residential planning criteria for the Property. Said planning criteria shall be set forth in writing and be made available to all members and to all prospective members of the Association. Any planning criteria promulgated shall be subject to final approval by the Board. Said planning criteria may include any and all matters considered appropriate not consistent with the provisions of this Declaration and if for any reason, including purely aesthetic reasons, the Association should determine that said improvement, alteration, etc., is not consistent with the development plan of the property, the planning criteria for Grant Station or land contiguous thereto, such alteration or improvement shall not be made.

Section 3. Approval or Disapproval. A set of plans and specifications shall be submitted to the Board by the Owner prior to applying for a building permit. The Board approval or disapproval, as required by this Restated Declaration, shall be in writing and set forth on the copy of the plans, etc., to be returned to the Owner. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with. The Board, or any agent or architect thereof, shall not be responsible in any way for any defects in any plan or specification submitted, revised or accorded in accordance with the requirements of the Board, or for any structural or other defect in any work done according to such plans and specifications. The work approved must be substantially performed in accordance with the plans and specifications as submitted and approved. The Owner has the right to petition the Association if they are not in agreement with the Board. The applicant may request a hearing before the Association, at which the applicant, personally or through representatives of the applicant's choosing is entitled to a reasonable opportunity to be heard in a reasonably impartial manner, after reasonable advance notice. No particular formality is required for any of the Board's proceedings, including any hearing, nor is any record required other than a written statement fairly summarizing the material features of any Board action.

Section 4. Enforcement of Planning Criteria. The Association shall have the right to enforce the provisions hereof and the planning criteria. Should any Owner fail to comply with the requirements hereof, or of the planning criteria after thirty (30) days written notice, the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the planning criteria, and charge the cost thereof to the Owner. Alternatively, should the Association be required and elect to enforce the provisions hereof by legal action (including, but not limited to, equitable relief), the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal from judicial proceedings, shall be collectible from the Owner. The Association, or its agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner unless caused by negligence.

Section 5. Appeal Process. In the event of a disapproval of plans and specifications the Owner may appeal in writing to the Association no later than fifteen (15) days after the notice of disapproval. The Association shall have thirty (30) days to rule on the appeal. Any decision of the Board may be appealed to the Association within thirty (30) days from the date of such decision. Upon appeal, the action of the Association in a duly noticed meeting shall be final, except where the City Planning Board's concurrence is required. In cases where no appeal is made, the action of the Board shall be final.

ARTICLE VI RESTRICTIVE COVENANTS

Section 1. Exterior Maintenance. Every Owner's property at Grant Station must be maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush, or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted. In the event any lot is not so maintained, the Board shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown weeds and the expense thereof shall be charged to and paid by the Owner of such lot. In the event said expense shall not be paid by said owner within thirty (30) days after being provided with a written demand for payment, such expense shall be declared delinquent and shall, together with interest thereon at the highest rate allowable by law and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such property in the hands of the then owner, his/her heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to

pay subject assessment shall remain his/her personal obligation for the statutory period. If the expense assessment is not paid within thirty (30) days after the above described notice, then the Association may bring an action at law against the owner personally obligated to pay the same or foreclose a lien against the lot, and there shall be added to the amount of such assessment, the costs of preparing and filing the complaint of such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of action.

Section 2. Dwelling Units.

2.1 Dwelling units shall be single family detached from other units by space on all sides.

2.2 No dwelling unit shall exceed thirty-five (35) feet in height, not to exceed two (2) stories.

Section 3. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Association.

Section 4. Easements. Easements are hereby reserved for utility, landscape, or drainage purposes in Grant Station as indicated by the recorded Plat thereof. The Association reserves the right to assign any and all easements shown on the recorded Plat, or which are hereinafter created for installation of utilities, landscape or other uses deemed by the Association to be necessary or appropriate for the service of Grant Station. Any wall, fence, paving, planting or other improvements placed therein by the Owner of the property on which the easement lies shall be removed, if required by the Association, or his assignee, at the expense of said Owner. The designated landscape and/or fence easements on the Plan of Grant Station shall be for the purpose of beautifying and adding character to the total community. As such, these landscaped areas and fences shall be maintained by the Association with expenses for such maintenance being a part of the annual assessment on all lots.

Section 5. Accessory Buildings & Structures Not Part of the Original Construction Plans. After appropriate written approvals have been received from the Board of the Homeowners Association and the Bureau of Building Inspection and Bureau of Planning and Zoning of the City of Orlando, accessory storage buildings may be permitted subject to the following restrictions.

5.1 Only one (1) detached accessory building shall be permitted on a

building lot.

- 5.2 A detached accessory building shall be located in the rear yard behind the principal building structure.
- 5.3 A detached accessory building shall observe the minimum setback requirements of rear lot lines - five (5) feet.
- 5.4 A detached accessory building shall not exceed seven (7) feet in height and not to exceed eighty (80) square feet.
- 5.5 A detached accessory building shall not be used or converted to residential use.

Section 6. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all containers shall be kept at the rear of all living units or out of sight from the street. No burning of trash or other waste materials shall be permitted. Garbage should be placed out for pick up on the day of pick up or no earlier than 5 PM the night before in accordance with the City of Orlando ordinance.

Section 7. Vehicles and Repair. No inoperative automobiles, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision. No vehicle, in the driveway or adjacent to property, will be allowed to be placed on jack stands or blocks.

Section 8. Garages and Driveways.

- 8.1 Each unit shall have either a one (1) or two (2) car enclosed garage attached to the principal structure. No detached garage structures shall be permitted.
- 8.2 No garage, nor any portion thereof, shall be converted into a living area; and further, garages shall be maintained in a structural condition suitable to accommodate the intended parking use.
- 8.3 Building lots will only be permitted to have a single wide curb for the driveway in accordance with the City of Orlando Bureau of Engineering specifications.

8.4 Driveway expansion is encouraged. The requests for driveway expansions to be reviewed upon receipt of specifications to the Board.

Section 9. Fences.

9.1 Fences shall not exceed six (6) feet in height and shall be made of a style and type approved by the Board. No chain link fences shall be permitted.

9.2 Fence Painting. All fencing is to be painted the color of white.

Section 10. Signs. No sign of any kind shall be erected or displayed on any of the property in Grant Station or any structure thereon unless the Association has approved in writing the design, materials, lettering and location of said sign, except for one forty (40) square inch (or less) "FOR SALE" or "FOR RENT" sign per unit. Security signs provided by a security company are also acceptable.

Section 11. Sideyard Walkways and Patios. Any patio structure erected within the sideyard of a unit must be made of materials of a porous nature. Patio stones and bricks are permitted to be utilized providing drainage is allotted between the stones. Patio slabs are prohibited in the side yards as well as the extension of existing sideyard patio slabs.

Section 12. Use Occupancy.

12.1 No lot or dwelling unit shall be used in whole or part for anything other than residential purposes.

12.2 No trade, traffic or business whether professional, commercial, industrial or manufacturing shall be engaged in on the property or any part thereof and further no hospital, sanitarium, church private school, riding academy, tavern, or institution of similar or like character shall be conducted or maintained on the properties with the exception of inhome office for personal use only.

Section 13. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant in the neighborhood; and further,

no cows, cattle, goats, hogs, poultry or other like animal or fowl, shall be kept or raised on any lot or any living unit; provided, however, that nothing herein shall prevent the keeping or raising of a domestic pet in accordance with applicable Orange County laws; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area.

13.1 Nuisance and Trespassing. Nothing shall be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may be or may become a nuisance, such question shall be submitted to the Association for a decision in writing and whose decisions shall be final. The Board of Directors shall have the authority to have any unauthorized person or vehicle arrested or removed from the Properties.

Section 14. Enclosures. Only screened enclosures that maintain screened roofing are permitted to be erected within the sideyard of a unit. Although, screened enclosures with solid roofing are permitted at the rear of a building structure as approved by the Board.

Section 15. Swimming Pools, Spa or Hot Tub.

15.1 Swimming pools, spas, or hot tubs, shall be located on the rear of the building lot.

15.2 Minimum side and rear setbacks shall be at least five (5) feet from a lot line to any portion of the pool including deckings or apron area.

15.3 All swimming pools shall be enclosed by a fence as required by City Code. The fence must be in conformity with the requirements outlined in Section 9.

15.4 Pool screen enclosures cannot exceed the height of the principal structure. Screen enclosures may be placed around the pool area with the setback established for pools, spas and hot tubs.

Section 16. Building Setbacks and Separation Requirements.

16.1 Front-20 feet from the principal structure to the front lot line

16.2 Rear-20 feet from the principal structure to the rear lot line.

16.3 Side-One of the side yards may be reduced to zero (0) feet and the opposite side yard shall not be less than six (6) feet from

the side lot line.

16.4 Street side yards - No structure shall be closer than ten (10) feet from the street side lot line.

16.5 The rear yard to rear yard distance between principal structures shall not be less than forty (40) feet.

16.6 Measurement of Setbacks - Setbacks shall be measured on a perpendicular to the lot line to the nearest support for the roof of the structure. Roof overhangs, ornamentals, air conditioner compressor, and architectural features may be permitted to project into a setback area, but the projection shall not exceed three (3) feet into the setback.

Section 17. Antennas. The installation of antennas, satellite discs and solar panels are permitted. All plans for antennas, satellite discs and solar panels must be submitted to the Board of Directors for prior approval.

Section 18. Exterior House Painting.

18.1 No extreme or clashing colors are permitted. Colors and trim selected must complement the appearance of the community, not distract from it.

18.2 The basic exterior color scheme of Grant Station is pastel Blue Gray, Green, Yellow or Brown with White trim.

Section 19. Clotheslines. No garments, laundry, rugs or other articles may be aired or dried on any lot unless such items are hung on a removable clothesline unit which must be removed before nightfall. Any such removable unit shall be placed at the rear of the residence and within the area encompassed by a rearward extension of the side lines of the residence. No other type of clothesline shall be permitted on any lot.

Section 20. Game and Play Structures. All basketball backboards and any other fixed game and play structure shall require approval by the Board. Tree houses or platforms of a like kind or nature will not be constructed on any part of the lot located in front of the rear line of a living unit constructed thereon.

Section 21. Reconstruction of Damaged Improvements. In the event that a living unit or other improvement on any lot shall be damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding three (3) months following the occurrence of the offending incident, the Owner of the affected living

unit/lot shall cause the damaged or destroyed improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such lot. Any such repair, rebuilding or reconstruction shall be approved and accomplished as otherwise required pursuant to the provisions of this Restated Declaration. Enforcement of the provisions of this Section shall be in accordance with the provisions of Article V, Section 4, of the Restated Declaration and such other provisions of this Restated Declaration as shall be applicable to its enforcement generally.

Section 22. Removal and/or Towing. Any commercial, recreational, or other vehicle parked or stored in violation of these restrictions may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the owner of such commercial, recreational or other vehicle in violation of these restrictions or such rules and regulations. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion, or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal. Any vehicle, boat, R/V or any other property in the designated area must have a valid license plate and must be maintained in operable condition. If inoperable, the property must be removed within thirty (30) days.

IN WITNESS WHEREOF, The Grant Station Homeowners Association Inc. has caused these presents to be executed as the date and year first above written. Signed, sealed and delivered in the presence of:

Dieter G. Wendt
President

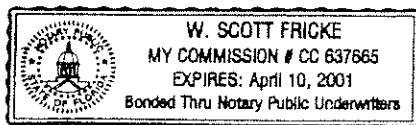
W. Scott Fricke
Witness W Scott Fricke

Sandra J. Jannet
Witness
Sandra Jannet

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Dieter G. Wendt, personally known to me to be the person who executed the foregoing instrument and who acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of February 1998.



(seal)

W. Scott Fricke
Notary Public, State of Florida

My Commission Expires:

(Print, Type, or Stamp Commissioned name of Notary Public)
Personnel Known ☐ OR Produced Identification ☐
I. I. D. Produced Passport
And who did / did not take an oath.